

COURT FILE NUMBER 2601-14248

COURT COURT OF KING'S BENCH OF ALBERTA

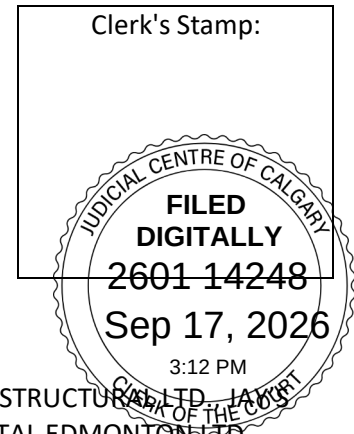
JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD. AND JAY'S METAL EDMONTON LTD., JAGJIT BAJWA, and RAJINDER SINGH

DOCUMENT **APPLICATION**

Field Law LLP
 400, 444 - 7 Avenue SW
 Calgary, Alberta T2P 0X8
 Lawyer: Trevor Batty
 Phone Number: (403) 260-8537
 Fax Number: (403) 264-7084
 Email: tbatty@fieldlaw.com
 File No. 68029-6



WARNING TO ALLEGED CONTEMNORS: The Receiver seeks declarations that Jagjit (Jay) Bajwa and Rajinder Singh (also known as Raj Sunner) are in civil contempt of Court. The sanctions sought include personal fines, escalating daily fines, personal solicitor-and-client costs, mandatory sworn compliance evidence, and further sanctions, including imprisonment, if the contempt is not purged. Each alleged contemnor should attend the hearing personally and may wish to obtain independent legal advice

You have the right to state your side of the matter before a judge.

The application will be heard as shown below:

DATE	Friday, September 18, 2026
TIME	11:00 a.m.
WHERE	Calgary Courts Centre – Via WebEx, Virtual Courtroom 60 https://albertacourts.webex.com/meet/virtual.courtroom60
BEFORE WHOM	The Honourable Justice Marion

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. BDO Canada Limited, in its capacity as the Court-appointed Receiver and Manager (the "**Receiver**") of the current and future assets and undertakings (the "**Property**") of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd. (the "**Debtors**"), seeks a Contempt Order, substantially in the form attached hereto as **Schedule "B"**:
 - (a) Abridging the time for, and validating service of, this Application on the parties set out in the Service List and the materials filed in support of this Application, if necessary, and dispensing with service on any party not served.
 - (b) Declaring under rule 10.52(3)(a)(i) of the Alberta Rules of Court that Jagjit (Jay) Bajwa and Rajinder Singh (also known as Raj Sunner) (collectively, "**Management**") are both in civil contempt of Court by intentionally failing, without reasonable excuse, to comply with the Order of the Honourable Justice M. A. Marion pronounced September 3, 2026 (the "**Compelling Order**") in the respects described in the Receiver's Second Report dated September 17, 2026 (the "**Second Report**") and Schedule "A" to the proposed Order.
 - (c) Declaring that the Respondents Jay's Metal Products Ltd. ("**Jay's Products**"), Jay's Metal Structural Ltd. ("**Jay's Structural**"), Jay's Metal Steel Framing Ltd. ("**Jay's Framing**") and Jay's Metal Edmonton Ltd. ("**Jay's Edmonton**") (collectively, the "**Debtors**" or the "**Companies**") have substantially failed to comply with the Compelling Order through the acts and omissions of Management.
 - (d) Requiring each member of Management to purge the contempt by fully completing every outstanding obligation identified in Schedule "A" to the proposed Order no later than 4:00 p.m. on September 23, 2026 (the "**Purge Deadline**").
 - (e) Requiring all computers, mobile devices, storage media and other equipment used in the Debtors' business, together with all passwords, credentials, multi-factor authentication access, encryption keys and administrator information, to be physically delivered to BDO Canada Limited in its capacity as Court-appointed receiver and

manager (the “**Receiver**”) at 903, 8th Avenue SW, Unit 620, Calgary, Alberta, T2P 0P7 by the Purge Deadline, unless the Receiver directs otherwise in writing.

- (f) Requiring each member of Management, by the Purge Deadline, to swear and serve a separate affidavit that responds paragraph by paragraph to Schedule “A” to the proposed Order, identifies all materials and information delivered, identifies any responsive item not delivered and the steps taken to obtain it, explains any alleged inability to comply with supporting documents, and confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired.
- (g) Requiring Management to attend personally before the Court on a date and time as directed by the Court for a review of compliance and sanctions (the “**Review Hearing**”), unless the Receiver confirms in writing that the contempt has been completely purged and the Court dispenses with attendance.
- (h) Ordering that each of Mr. Bajwa and Mr. Singh pay a fine of \$20,000 to the Clerk of the Court for the account of His Majesty the King in Right of Alberta, and provide evidence of payment to the Receiver, by September 25, 2026.
- (i) Ordering that, for each day after the Purge Deadline that the contempt remains unpurged, each member of Management incur an additional coercive fine of \$500 per day, to a maximum of \$25,000 each, unless varied by further order.
- (j) If the Court considers committal appropriate at this stage, sentencing each member of Management to imprisonment for 30 days, with issuance and execution of the warrant of committal suspended pending the review hearing, at which the Court may issue the warrant, vary the term, or remit the sanction having regard to compliance.
- (k) Prohibiting Management from seeking or receiving indemnity, reimbursement or contribution from any Debtor or the receivership estate for any fine, personal costs award or other personal sanction.

- (l) Requiring Management, jointly and severally, to pay the Receiver's costs of all steps reasonably taken after September 3, 2026 to secure compliance with the Compelling Order and the costs of this Application on a solicitor-and-client basis, payable forthwith in an amount to be agreed or assessed.
- (m) Approving the Receiver's actions, conduct and activities described in the Second Report.
- (n) Expanding the Receiver's investigative powers and authorizing the Receiver, but not obligating it, to examine under oath Mr. Bajwa and Mr. Singh concerning the business, property, assets, liabilities, books and records, banking transactions, accounts receivable, customer orders, work in progress, asset dispositions, operations and affairs of the Companies, and transactions involving the Companies or their property.
- (o) Requiring Mr. Bajwa and Mr. Singh to attend an examination at the time and place, including by videoconference, reasonably specified by the Receiver on not less than seven days' written notice, to answer all proper questions under oath and to bring and produce all non-privileged records in their possession or control identified in the notice of examination.
- (p) Providing that each examination may be recorded and transcribed by a certified court reporter, that the examinee may be represented by counsel, and that the Receiver may use the transcript and productions for the proper administration of the receivership and bankruptcy estates, including determining whether further investigation or proceedings should be pursued, subject to privilege and further order of the Court.
- (q) Authorizing the Receiver to examine under oath any other person with that person's written consent.
- (r) Granting the Receiver liberty to apply on short notice for authority to compel the examination under oath of any other specifically identified person reasonably believed to have material knowledge of the Companies' business, property or affairs, after reasonable efforts to obtain the information by voluntary interview, written questions or document requests, or where the Receiver establishes that those prior efforts would likely be ineffective or create a material risk of loss of evidence.

- (s) Granting the Receiver liberty to apply on short notice for further advice, directions and sanctions, including increased fines, issuance of a warrant of committal, imprisonment until the contempt is purged, and other enforcement relief.
- (t) Such further and other relief as this Honourable Court considers just.

Grounds for making this application:

2. On August 20, 2026, the Court granted a Receivership Order appointing the Receiver as receiver and manager of all of the Property (the "**Receivership Order**");
3. Paragraphs 4, 5 and 6 of the Receivership Order require the Debtors, their current and former directors, officers, employees, agents and other persons with notice to cooperate with the Receiver, identify and deliver property and records, provide access, and provide all assistance required to obtain and preserve electronic and hard-copy information.
4. Following its appointment, the Receiver made repeated oral and written requests for the Companies' books and records, customer and receivable information, employee and payroll information, inventory and asset information, banking information, asset-disposition records, computers, electronic data and the identities of record custodians and service providers.
5. On September 3, 2026, after declaring that the Debtors and Management had not fully complied with paragraphs 4, 5 and 6 of the Receivership Order, the Court granted the Compelling Order. Its form was negotiated and agreed to by counsel for the Debtors and Management.
6. The Compelling Order imposed specific obligations and fixed deadlines, including best efforts to provide as many records as possible on September 4, 2026 and production of the remaining specified records and information by 4:00 p.m. on September 9, 2026.
7. The Compelling Order required, among other things: all electronic and hard-copy books and records; complete customer, employee, creditor, custodian and administrator information; assistance identifying receivables, customer orders, work in progress and finished goods; a complete inventory and asset list; information concerning all premises; particulars and documents concerning dispositions exceeding \$5,000; banking records and supporting

transaction documents; delivery of computers, devices and credentials; continued attendance and assistance; and preservation of property and records.

8. Management had actual knowledge of the Compelling Order. Each was represented by counsel when the agreed form was granted, each received subsequent communications expressly referring to the Compelling Order and its deadlines, and each engaged in acts of partial compliance and communications acknowledging outstanding obligations.
9. Mr. Bajwa demonstrated knowledge and control by responding to the Receiver's requests, attending an asset inspection, providing item-by-item responses, undertaking to prepare asset and disposition information, stating that he would obtain banking records, and promising to deliver computers and credentials.
10. Mr. Singh demonstrated knowledge and involvement by receiving the Receiver's deadline reminders and deficiency notices, confirming Mr. Bajwa's attendance for an asset review, stating that Mr. Bajwa would provide "the rest of the materials," and arranging delivery of two vehicles.
11. No application was made to vary, stay or appeal the Compelling Order before the applicable deadlines. Management did not advise the Receiver before those deadlines that compliance was impossible.
12. At 4:00 p.m. on September 9, 2026, substantial records and information required by the Compelling Order remained outstanding. The Receiver issued a detailed deficiency notice later that day. Mr. Singh subsequently acknowledged that further materials remained outstanding, and Mr. Bajwa provided a partial response and promised further steps after the deadlines.
13. As of 5:00 p.m. on September 16, 2026, the Receiver had not received complete compliance, including the material categories described in the Second Report and Schedule "A" to the proposed Order.
14. Management did not provide complete accounts-receivable and customer information for Jay's Structural, Jay's Framing and Jay's Edmonton. Nil accounts-receivable reports produced for those entities were inconsistent with recent financial information reporting substantial

receivables, subject to different reporting dates, and were not supported by customer-level detail, invoices, delivery records, work-in-progress records or explanations sufficient for the Receiver to reconcile and collect the receivables.

15. Management did not provide a complete inventory and asset list, a complete list of bank accounts, investments and other property, or a complete list and supporting documents concerning dispositions exceeding \$5,000 during the relevant period.
16. Management did not provide the required bank statements and supporting records identifying sources of deposits and recipients of disbursements. A stated inability to access an online banking portal did not explain the absence of existing statements, accounting copies, supporting transaction records or documented efforts to obtain records from the financial institutions.
17. Management did not provide complete employee termination information, including individual termination dates and the mass termination notice said to have been sent to employees, thereby impeding the Receiver's administration of employee claims and statutory reporting.
18. Management did not provide a complete list of persons possessing or accessing the Companies' books and records or administering their accounting, tax and electronic systems, including the complete contact information of Mr. Bajwa's niece, external accountants, tax preparers and other custodians or administrators known to Management.
19. Mr. Bajwa expressly promised to deliver computers and credentials on September 14, 2026. Two vehicles were delivered, but the promised computers and credentials were not. Management has not provided a satisfactory explanation or evidence of preservation of responsive data on devices used in the Companies' business.
20. Management did not provide complete historical financial statements, income-tax returns, GST returns, contracts, purchase orders, work orders, invoices, delivery records, accounting data, or complete information concerning each Debtor's operations and cessation of business.
21. The Receiver does not allege that Management was required to create historical records that never existed. If a record does not exist, Management was required to identify the custodian, explain the state of the records, provide access and assistance, and deliver responsive

information and documents in its possession or control. Management has not provided a complete sworn explanation or evidence of diligent retrieval efforts.

22. The repeated acknowledgements, partial productions, unfulfilled promises, failure to act within agreed deadlines, and absence of documented diligent retrieval efforts establish intentional failures to perform the acts required by the Compelling Order. Management has not provided a reasonable excuse supported by evidence.
23. The non-compliance impairs the Receiver's ability to identify and collect receivables, trace receipts and disbursements, investigate dispositions and related-party transactions, identify and secure assets, administer employee claims, satisfy statutory reporting obligations, and preserve electronic records. It has also caused the receivership estate to incur additional professional costs and required two urgent Court applications.
24. The requested contempt sanctions are proportionate to the repeated non-compliance with two Court orders, the breadth and materiality of the outstanding obligations, the post-deadline acknowledgements and unfulfilled promises, the prejudice to the estate, and the need to coerce compliance and protect the integrity of the Court's process.
25. On September 17, 2026, Jay's Products was assigned into bankruptcy and BDO Canada Limited was appointed trustee of the bankrupt estate of Jay's Products (in that capacity, the "**Trustee**").
26. The Receiver and Trustee require examinations of Management to determine the true state of the Companies' affairs, locate books, records and property, reconcile receivables, investigate banking transactions and asset dispositions, identify recipients of Company funds, and determine whether claims should be pursued for stakeholders.
27. Ordinary investigative measures have been exhausted or have not produced complete and reliable information. The proposed examinations of Management are investigative, are not sought as discovery in existing litigation, are tailored to the Companies' affairs, and are necessary to permit the Receiver to discharge its mandate.
28. The Court may expand and tailor the Receiver's investigative powers pursuant to s. 243 of the Bankruptcy and Insolvency Act, s. 13(2) of the Judicature Act, the Court's inherent and equitable

jurisdiction, its supervisory jurisdiction over its Court-appointed officer, and the terms and liberty-to-apply provisions of the Receivership Order and Compelling Order.

29. Compulsory examinations of cooperative third-party non-management witnesses should proceed on a staged basis. The proposed relief permits consensual examinations and reserves compulsory relief for a further application concerning an identified witness after reasonable informal measures have failed, or where those measures would likely be ineffective or risk loss of evidence.
30. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

Material or evidence to be relied on:

31. The Receivership Order, dated August 20, 2026;
32. The Compelling Order, dated September 3, 2026.
33. The First Report of the Receiver, dated September 2, 2026;
34. The Second Report of the Receiver, dated September 17, 2026;
35. The pleadings and reports previously filed in this Action;
36. [*Envacon Inc v 829693 Alberta Ltd*, 2018 ABCA 313 \(CanLII\) at para. 8.](#)
37. [*Petrick \(Re\)*, 2017 BCSC 1626 \(CanLII\), paras. 28-29.](#)
38. [*817877 Ontario Ltd v The Canadian Group*, 2026 ONSC 3109 \(CanLII\), paras. 20-26.](#)
39. The Court's inherent jurisdiction; and
40. Such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

Applicable Rules:

41. *Alberta Rules of Court*, Rules 1.2, 1.3, 3.2, 6.3, 10.51, 10.52 and 10.53.

Applicable Acts and Regulations:

- 42. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (as amended) ss. 183 and 243.
- 43. *Judicature Act*, RSA 2000, c J-2, ss. 8 and 13(2).
- 44. Such further and other rules, statutes and authorities as counsel may advise and the Court may permit.

How the application is proposed to be heard or considered:

- 45. This application is proposed to be heard via Web-Ex in Commercial Chambers Virtual Courtroom 60. Virtual Courtroom Link: <https://albertacourts.webex.com/meet/virtual.courtroom60>. Additional Webex instructions found attached to the Service List at Schedule "A".

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the Applicant.

Schedule "A"

Service List

See attached.

Schedule "B"

Form of Order

See attached.

COURT FILE NUMBER 2601-14248

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGIT BAJWA, and RAJINDER SINGH

DOCUMENT **SERVICE LIST**

SERVICE LIST

Updated: September 3, 2026

SERVICE RECIPIENT	RECIPIENT STATUS
BURNET, DUCKWORTH & PALMER LLP 2400, 525 – 8 th Avenue SW Calgary, AB T2P 1G1 Attention: Ryan Algar Jessica MacKinnon Email: ralgar@bdplaw.com jmackinnon@bdplaw.com	Counsel for the Plaintiff, Royal Bank of Canada
BLUE ROCK LAW LLP 700, 215 – 9 th Avenue SW Calgary, AB T2P 1K3 Attention: David Mann, KC Email: david.mann@bluerocklaw.com	Counsel for the Defendants
MOEN & COMPANY, PROFESSIONAL CORPORATION 1242 – 12 Royal Vista Way NW Calgary, AB T3R 0N2 Attention: Jason Moen Email: jason@moen-cga.ca	Agent for Service for the Defendant, Jay's Metal Edmonton Ltd.

SERVICE RECIPIENT	RECIPIENT STATUS
JAY'S METAL PRODUCTS LTD. JAY'S METAL STRUCTURAL LTD. JAY'S METAL STEEL FRAMING LTD. JAY'S METAL EDMONTON LTD. JAGIT BAJWA 160, 1324 – 36 th Avenue NE Calgary, AB T2E 8S1 -and- 96 Skyview Shores Manor NE Calgary, AB T3N 0E8 Email: jaybajwa@live.ca	Defendants
RAJINDER SINGH 208 Red Sky Terrace NE Calgary, AB T2N 1M9	Defendant
BDO CANADA LIMITED 110, 5800 – 2 nd Street SW Calgary, AB T2H 0H2 Attention: Kevin Meyler Dana Gaspar Email: kmeyler@bdo.ca dgaspar@bdo.ca	Proposed Receiver
CHAPMAN RIEBEEK LLP 4802 – 50 th Street Red Deer AB T4N 1X4 Attention: Mathew James Brittney Brisbois Email: MJames@chapmanriebeek.com BBrisbois@chapmanriebeek.com	Counsel for Jonesy Energy Services Ltd.
McLENNAN ROSS LLP 1900 Eau Claire Tower, 600 – 3 rd Avenue SW Calgary, AB T2P 0G5 Attention: James P. Flanagan Email: jamie.flanagan@mross.com	Counsel for Stride Capital Arundel Capital Corporation

SERVICE RECIPIENT	RECIPIENT STATUS
CANADA REVENUE AGENCY: Surrey National Verification and Collections Centre 9755 King George Boulevard Surrey BC V3T 5E1 Fax: 1-833-697-2389	Canada Revenue Agency
BUSINESS DEVELOPMENT BANK OF CANADA Box 6,505 Burrard Street Vancouver, BC V7X 1M3 -and- 1500 – 1133 Melville Street Vancouver, BC V6E 4E5 Email: legalwfsc@bdc.ca	Secured Party for <i>Jay's Metal Products Ltd.</i> PPR Registration No. 22112225044 Secured Party for <i>Jay's Metal Structural Ltd.</i> PPR Registration No. 22112225354 Secured Party for <i>Jay's Metal Steel Framing Ltd.</i> PPR Registration No. 25010314275 Secured Party for <i>Jay's Metal Edmonton Ltd.</i> PPR Registration No. 22112225180
CAM CLARK LEASING LTD. 1001 Highland Park Boulevard Airdrie, AB T4A 0R2 Email: funding@camclarkleasing.com	Secured Party for <i>Jay's Metal Products Ltd.</i> PPR Registration No. 24083009522

SERVICE RECIPIENT	RECIPIENT STATUS
2416924 ALBERTA LTD. o/a STRIDE CAPITAL 415, 3332 – 20th Street SW Calgary, AB T2T 6T9 Attention: Carissa Mamon Email: cmamon@stridecap.com randy@stridecap.com	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 24100210044 Secured Party for Jay's Metal Structural Ltd. PPR Registration No. 24080815182 24091722094 24100210044 Secured Party for Jay's Metal Steel Framing Ltd. PPR Registration No. 24100210044 Secured Party for Jay's Metal Edmonton Ltd. PPR Registration No. 24100210044
BENNINGTON FINANCIAL CORP. 100 – 1465 North Service Road E Oakville, ON L6H 1A7 Email: funding@benningtonfinancial.ca	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 24100408807
BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 102 – 1465 North Service Road E Oakville, ON L6H 1A7 Email: funding@benningtonfinancial.ca	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 24101727364
COAST CAPITAL EQUIPMENT LEASING LTD. 800 – 9900 King George Boulevard Surrey, BC V3T 0K7 Email: absecparties@eservicecorp.ca cservice@coastcapitalsavings.com	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 25013122188 24101727364 25031726154 Secured Party for Jay's Metal Structural Ltd. PPR Registration No. 25072307048

SERVICE RECIPIENT	RECIPIENT STATUS
FORD CREDIT CANADA COMPANY PO Box 8651 Stn Main Concord, ON L4K 0N8 Email: albertaprod@teranet.ca	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 25022821553 Secured Party for Jay's Metal Structural Ltd. PPR Registration No. 25022821553
JONESY ENERGY SERVICES LTD. Box 18 SITE 118 RR 3 Sundre, AB T0M 1X0 Email: info@chapmanriebeek.com	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 24101727364
ARUNDEL CAPITAL CORPORATION #201, 3007 – 14 th Street SW Calgary, AB T2T 3V6 Email: info@arundelcapital.com	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 25112108237
ESSEX LEASE FINANCIAL CORPORATION 10768 – 74 th Street SE Calgary, AB T2C 5N6 Email: info@elfc.ca	Secured Party for Jay's Metal Products Ltd. PPR Registration No. 26051204182 Secured Party for Jay's Metal Structural Ltd. PPR Registration No. 26051207685 Secured Party for Jay's Metal Steel Framing Ltd. PPR Registration No. 26051207913
SEQUOIA FINANCE INC. 225 Boul. Bona-Dussault St-Marc-Des-Carrieres, QC G0A 4B0 Email: mejposten@sequoiafinance.ca	Secured Party for Jay's Metal Structural Ltd. PPR Registration No. 24041132865
ATB FINANCIAL – EQUIPMENT FINANCE Suite 600, 585 – 8 th Avenue SW Calgary, AB T2P 1G1 Email: equipmentfinance@atb.com	Secured Party for Jay's Metal Structural Ltd. PPR Registration No. 25031417418

SERVICE RECIPIENT	RECIPIENT STATUS
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SVR Lawyers 1500, 222 3 rd Avenue SW, Calgary, AB T2P 0B4 Attention: Eugene J. Bodnar Email: E.Bodnar@svrlawyers.com	Counsel for Conrich Station Joint Venture Ltd.
Metal Works Canada Attention: Tammy Cappis Email: tcappis@metalworkscanada.com	Interested party
Peerless Products Attention: Wayne V. Herman Email: wherman@peerlessproducts.ca	Interested party

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cc: ralgar@bdplaw.com; jmackinnon@bdplaw.com;

VIA COURIER:

FORD CREDIT CANADA COMPANY

PO Box 8651 Stn Main
Concord, ON L4K 0N8

Via FACSIMILE:

1-833-697-2389

Clerk's Stamp:

COURT FILE NUMBER	2601-14248
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	JAY'S METAL PRODUCTS LTD., JAY'S METAL STRUCTURAL LTD., JAY'S METAL STEEL FRAMING LTD., JAY'S METAL EDMONTON LTD., JAGJIT BAJWA, and RAJINDER SINGH
DOCUMENT	ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400, 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Trevor Batty Phone Number: (403) 260-8537 Fax Number: (403) 264-7084 Email Address: tbatty@fieldlaw.com File No. 68029-6

DATE ON WHICH ORDER WAS PRONOUNCED:	Friday, September 18, 2026
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice M. A. Marion

ORDER DECLARING CIVIL CONTEMPT AND IMPOSING SANCTIONS

UPON THE APPLICATION of BDO CANADA LIMITED in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Jay's Metal Products Ltd., Jay's Metal Structural Ltd., Jay's Metal Steel Framing Ltd. and Jay's Metal Edmonton Ltd. (the "**Debtors**"); AND UPON reviewing the Receivership Order, pronounced August 20, 2026 (the "**Receivership Order**"), the Order of the Honourable Justice M. A. Marion pronounced September 3, 2026 (the "**Compelling Order**"), the First Report of the Receiver, dated September 2, 2026 (the "**Receiver's First Report**") and the Second Report of the Receiver, dated September 17, 2026 (the "**Receiver's Second Report**"); AND UPON being satisfied beyond a reasonable doubt that the Compelling Order clearly and unequivocally stated the obligations in issue, that Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) had actual knowledge of it, and that each intentionally failed, without reasonable excuse, to perform the acts compelled by it; AND

UPON hearing counsel for the Receiver, counsel for the Royal Bank of Canada and counsel for other interested parties; AND UPON being satisfied that it is appropriate to do so, IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE, ATTENDANCE AND CONTEMPT

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) (collectively, “**Management**”) are each declared to be in civil contempt of Court under Rule 10.52(3)(a)(i) of the Alberta *Rules of Court* by intentionally failing, without reasonable excuse, to comply with the Compelling Order in the respects set out in Schedule “A”.
3. The Debtors have substantially failed to comply with the Compelling Order through the acts and omissions of Management.

PURGING THE CONTEMPT

4. Each member of Management shall purge the contempt by fully completing every obligation in Schedule “A” by no later than 4 p.m. on September 23, 2026 (the “**Purge Deadline**”). Partial compliance does not relieve any person from completing the remaining obligations.
5. Without limiting paragraph 4, all computers, mobile devices, storage media and other equipment used in the Debtors’ business, together with all passwords, credentials, multi-factor authentication access, encryption keys and administrator information, shall be physically delivered to BDO Canada Limited at 903, 8th Avenue SW, Unit 620, Calgary, Alberta, T2P 0P7 by the Purge Deadline, unless the Receiver directs otherwise in writing.
6. By the Purge Deadline, each member of Management shall separately swear and serve an affidavit that: (a) responds paragraph by paragraph to Schedule “A”; (b) identifies all materials, devices, credentials and information delivered; (c) identifies every responsive item not delivered, its last known location and custodian, and all steps taken to obtain it; (d) explains any

alleged inability to comply and exhibits supporting documents; and (e) confirms that no responsive property or data has been deleted, altered, destroyed, transferred, concealed, encrypted, withheld or impaired.

7. Management shall attend personally before the Court on _____ at _____ for a review of compliance and sanctions, unless the Receiver files written confirmation that the contempt has been completely purged and the Court dispenses with attendance.

EXAMINATION OF MANAGEMENT UNDER OATH

8. The Receiver is authorized, but not obligated, to examine under oath Jagjit (Jay) Bajwa and Rajinder Singh, also known as Raj Sunner, concerning the business, property, assets, liabilities, books and records, banking transactions, accounts receivable, customer orders, asset dispositions, operations and affairs of the Debtors, and any transactions involving the Debtors or their property during the period commencing two years before the Receivership Order and ending on the date of the examination.
9. Each person to be examined shall attend at the time and place, including by videoconference, reasonably specified by the Receiver on not less than seven days' written notice, shall answer all proper questions under oath, and shall bring and produce all non-privileged records in that person's possession or control identified in the notice of examination.
10. The examinations may be recorded and transcribed by a certified court reporter. The reasonable costs of the examinations and transcripts shall be costs of the receivership, subject to any further order concerning personal costs.
11. The Receiver may examine any other person under oath with that person's written consent.
12. The Receiver has liberty to apply on short notice for authority to compel the examination under oath of any other specifically identified person whom the Receiver reasonably believes has material knowledge of the Debtors' business, property or affairs, after the Receiver has made reasonable efforts to obtain the information by voluntary interview, written questions or document requests, or where the Receiver establishes that such prior efforts would likely be ineffective or risk loss of evidence.

13. Nothing in this Order requires disclosure of information protected by solicitor-client privilege, litigation privilege or another recognized privilege. Any objection based on privilege shall be identified with sufficient particulars to permit the Receiver to assess the claim, without disclosure of the privileged information itself.
14. Notwithstanding anything contained in this Order, nothing in this Order shall restrict, limit, prejudice, replace or otherwise affect the rights, powers, remedies or authorities of BDO Canada Limited in its capacity as trustee in bankruptcy of Jay's Metal Products Ltd. under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, including, without limitation, the right to conduct examinations and require the production of books, records and documents under section 163 thereof. The investigative and examination powers conferred on the Receiver by this Order are cumulative of, and not in substitution for, the Trustee's statutory powers.

SANCTIONS

15. Each of Jagjit (Jay) Bajwa and Raj Singh (aka Raj Sunner) shall pay a fine of \$20,000 to the Clerk of the Court for the account of His Majesty the King in Right of Alberta, and provide evidence of such payment to the Receiver, by no later than September 25, 2026.
16. For each day after the Purge Deadline that the contempt remains unpurged, each member of Management shall incur an additional coercive fine of \$500 per day, to a maximum of \$25,000 each, unless varied by further order.
17. Each member of Management is sentenced to imprisonment for 30 days. Issuance and execution of the warrant of committal is suspended pending the review hearing in paragraph 7. At that hearing, the Court may issue the warrant, vary the term, or remit the sanction having regard to compliance.
18. Management shall not seek or receive indemnity, reimbursement or contribution from any Debtor or the receivership estate for a fine, personal costs award or other personal sanction under this Order.

COSTS, APPROVAL OF ACTIVITIES AND LIBERTY TO APPLY

19. Management shall pay, jointly and severally, the Receiver's costs of all steps reasonably taken after September 3, 2026 to secure compliance with the Compelling Order and of this Application on a solicitor-and-client basis, payable forthwith in an amount to be agreed or assessed.
20. The Receiver's activities described in its Second Report are approved.
21. The Receiver has liberty to apply on short notice for further advice, directions and sanctions, including increased fines, issuance of a warrant of committal, imprisonment until the contempt is purged, and any other enforcement relief.
22. Service of this Order may be effected by email, personal service, courier or any other means reasonably calculated to bring it to the recipient's attention and is deemed good and sufficient.
23. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

J.C.K.B.A.

SCHEDULE "A"
OUTSTANDING NON-COMPLIANCE WITH
COMPELLING ORDER

Compelling Order paragraph	Deadline	Obligation	Particulars of non-compliance identified in Second Report
6, 7 and 17	Sept. 9, 2026 at 4:00 p.m.	All books and records; identify all custodians and electronic-system administrators.	No contact information for any person or entity possessing or accessing the Debtors' books and records; no contact information for administrators of accounting systems, email, servers, cloud storage, websites or other electronic records.
7	Sept. 4 at 4:00 p.m.	List of customers with contact information.	No information provided other than for Jays Products.
8	Upon meeting with Receiver	Records and reasonable assistance to identify customer orders that have been completed, partially completed or not started and the status of such order (b) goods that are capable of being delivered (c) valid and collectible accounts receivable (d) work in progress and finished goods; and (e) amounts received, credited, disputed, unbilled or written off.	No accounts receivable or customer information has been received for Jay's Structural, Jay's Framing and Jay's Edmonton, including the material requested in Paragraph 27 (a) of the Receiver's Second Report
10	Sept. 9, 2026 at 4:00 p.m.	Complete inventory and asset list, including all bank accounts, investments and other property.	Although Management requested attendance concerning some inventory and assets, it had not provided a complete listing of bank accounts, investments and other property.
12	Sept. 9, 2026 at 4:00 p.m.	List of every disposition over \$5,000 in the preceding 12 months, with supporting documents.	No complete sale documentation identifying property sold, date, purchaser or transferee, consideration, payment details and present location.
13	Sept. 9, 2026 at 4:00 p.m.	Bank statements for the prior 18 months with supporting transaction documents.	No complete bank statements and no third-party source/recipient evidence, including cancelled cheques, wire-transfer records and evidence identifying e-transfer recipients.
14	Immediately upon request	Deliver all business computers, mobile devices, storage media and equipment with access credentials.	No delivery of the required devices, passwords, credentials, multi-factor authentication access, encryption keys or administrator information. BDO expressly advised that physical delivery to its Calgary office was required.
5 and 6	Immediately / Sept. 9, 2026 at 4:00 p.m.	Complete books and records, including payroll, tax, contracts and operating records.	No employee termination notices setting out the termination date; no complete historical financial statements, income-tax returns or GST returns; no details of ongoing contracts or operations, if any.

Continuing obligation: Schedule “A” does not limit the obligation under paragraphs 5 and 6 of the Compelling Order to deliver all books and records in complete, usable and unaltered form, or Management’s continuing duties under paragraphs 14, 15 and 17 of that Order.